



March 7, 1990

RECORDATION NO. 16479-D  
FILED 1425  
APR 23 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 16479-E  
FILED 1425

APR 23 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Istel Rail Corporation

55 Francisco Street  
San Francisco, CA 94133  
(415) 984-4000  
(415) 781-1035 Fax

RECORDATION NO. 16479-C  
FILED 1425

APR 23 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Hon. Noretta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

- Re: 1) Amendment No. 1 to Lease Agreement  
2) Equipment Schedule No. 3  
3) Equipment Schedule No. 4  
4) Equipment Schedule No. 5

RECORDATION NO. 16479-B  
FILED 1425  
APR 23 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instruments, in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$60 recordation fee.

Please record all four documents under the Lease Agreement dated July 17, 1989, between Itel Rail Corporation and Canadian Pacific Limited, which was filed with the ICC on August 14, 1989, under Recordation No. 16479.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)  
55 Francisco Street  
San Francisco, California 94133

Canadian Pacific Limited (Lessee)  
P.O. Box 5042, Windsor Station  
Montreal, Quebec H3C 3E4  
Canada

To the subject Lease Agreement (i) Amendment No. 1 changes the definition of delivery with respect to the cars described on Equipment Schedule No. 1; Schedule No. 3 adds nine hundred fifty (950) 4,750 cubic foot, 100-ton covered hoppers; Schedule No. 4 adds four hundred fifty (450) 4,750 cubic foot, 100-ton covered hoppers; and Schedule No. 5 adds four hundred twelve 4,750 cubic foot covered hoppers. Reporting marks are identified in an Exhibit A attached to the respective schedules.

Hon. Noreta R. McGee  
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Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*patricia schumacker*

Patricia Schumacker  
Legal Department

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AMENDMENT NO. 1 TO LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 (the "Amendment") to that certain Lease Agreement, dated as of July 17, 1989 (the "Agreement"), between ITTEL RAIL CORPORATION as lessor ("Lessor") and CANADIAN PACIFIC LIMITED as lessee ("Lessee") is made this 14th day of January, 1989. 90

## R E C I T A L S:

- A. Lessor and Lessee are parties to the Agreement pursuant to which railroad equipment has been leased to Lessee by Lessor.
- B. Lessor and Lessee desire to change the definition of delivery with respect to the Cars described on Equipment Schedule No. 1 to the Agreement and leased to Lessee under the terms of the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have the meanings defined therein when used in this Amendment.
2. With respect to the Cars on Equipment Schedule No. 1 the following, from Section 3.A. of the Agreement shall be deleted:

"Acceptance by Lessee of any Car onto its lines after inspection thereof shall constitute delivery ("Delivery");"

and shall be replaced by:

"Acceptance of any Car into the General Motors reload pool shall constitute delivery ("Delivery");"

3. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
4. This Amendment may be executed by the parties hereto in multiple counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITTEL RAIL CORPORATION

CANADIAN PACIFIC LIMITED

BY: [Signature]BY: [Signature]TITLE: Executive Vice President MarketingTITLE: Chief of TransportationDATE: January 19, 1990DATE: Jan 12/90

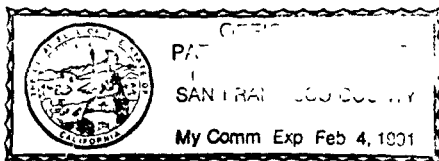
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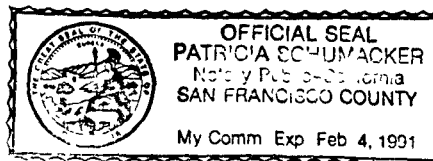
APPROVED  
AS TO FORM[Signature]

STATE OF CALIFORNIA           )  
  ) ss:  
COUNTY OF SAN FRANCISCO )

On this 19th day of January, 1989, before me personally appeared Lloyd Monasick to me personally known, who being by me duly sworn says that such person is Executive Vice President Marketing of ITEL Rail Corporation, that the foregoing Amendment No. 1 to the Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Patricia Schumacker  
Notary Public



PROVIDENCE OF QUEBEC )  
  ) ss:  
COUNTY OF HOCHELAGA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn says that such person is \_\_\_\_\_ of Canadian Pacific Limited that the foregoing Amendment No. 1 to the Lease Agreement was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public